

CONCORDIA UNIVERSITY

BOARD OF GOVERNORS

CONCORDIA EMPLOYEE BENEFITS COMMITTEE

Meeting of March 24, 1982 (Special Meeting)

ATTENDANCE: Mr. G. Fisher, Acting Chairman, Prof. G. Martin, Prof. C. Potter
Prof. H. Ripstein, Mr. B. Smart, Mr. C. Waters, Mr. R. Doutre,
Miss D. Johnson and Mr. M. Hamilton of William M. Mercer Ltd.

Minutes of Meeting of March 10, 1982

The proposed minutes of the meeting of March 10, 1982 were reviewed and the following amendments noted:

- 1) The secretary's note on page 3 is to be deleted.
- 2) The second paragraph under "Quorum of the Committee should read:

"Quorum shall be constituted of four (4) members then in office, of which there should be one (1) member from the Board, one (1) administrator, one (1) academic participant's representative and one (1) non-academic participant's representative.

- 3) The attendance list should be corrected to include Mr. S. Huza who also acted as Chairman for the later half of the meeting.

A motion for approval of the amended minutes was made by Mr. B. Smart, Prof. H. Ripstein seconded and the motion was carried.

Business Arising from the Meeting of March 10, 1982

C.U.F.A. Request for Documentation

It was the general consensus of the Committee that the letter sent to C.U.F.A., advising them of the documentation they would receive, should include a cautionary note that the information be kept confidential.

Mr. R. McDonald - Appeal Regarding Past "credited" service

The Chairman noted some questions to be addressed in order to assess the credited service claim filed by Mr. McDonald.

- 1) a) What was intended in 1965?
b) Was there any subsequent change of intention?
- 2) a) Was there in fact an error?
b) If so, did this create a right not previously enjoyed?

- 3) Was there any communication to Mr. McDonald?
- 4) Were expectations of back-dating service to 1942 reasonable?
- 5) What is the status of former "Y" employees in the Concordia Plan?

Prof. Martin noted that both the letter from Mr. Rae and discussions carried out with Henry Worrell affirmed that no "special" deal had been made. However, it was noted that in 1965 "Y" employees who were working exclusively for Sir George were indeed considered employees of a branch of the "Y".

There was also a very casual attitude related to any agreements made and some individuals were advised to stay in the "Y" Plan as they would be worse off in the Sir George Plan.

Mr. Smart asked what the status of Personnel Records was at that time.

Prof. Martin noted that the information contained in the file then was not as explicit as it is now, for example the letter of appointment only refers to Benefits but does not provide specific details. Files contained some other personnel letters but nothing specific relating to Pension records.

Mr. Smart noted that since there were no specific records the committee would have to try to infer what was intended.

The Chairman asked why the benefits were so different.

Mr. Hamilton explained that the "Y" Plan was a money purchase plan and the Sir George Plan was then a Career Average Earnings Plan. Subsequent improvements to the Sir George Plan in 1972 made it a Final Average Earnings Plan.

Mr. Smart noted that in view of the plan that was in effect at Sir George in 1965 it would not have been unreasonable for the service to have been back-dated since in 1965 terms awarding the additional "credited service" would have cost nothing.

Mr. Hamilton also noted that at the time the plan document was written there was no intention to provide past-service credits, this was a much later development.

Prof. Martin noted that the plan document indicates that any new employee would enter the pension plan as of his date of employment but the complication is that this employee came from the Y.M.C.A. and within the "Y" Plan this constituted a transfer to another branch not a termination and new employment situation. This nuance was not meaningful in terms of the 1965 pension plan.

The Chairman asked what the definition of "credited service" was under the 1970 plan.

Mr. Hamilton noted that by the definition Mr. McDonald would get this "Y" Credited Service as the plan clearly states he does. To argue that he should not get "full credited service" would require that Concordia claim this was not the intended meaning.

The Chairman noted that the change in the definition of "credited service" clearly occurred in the 1970 Plan not in the 1963 Plan which was in effect when Mr. McDonald was hired.

Prof. Potter also noted that the Benefit Statement which was issued in 1971 states the 1942 Entry Date with references to the "Y" Benefits.

The Chairman noted that there is reasonable doubt in favour of Mr. McDonald and no piece of evidence the committee has examined would go against his claim.

Mr. Doure noted that there are two omissions or errors in failure to record the original intent and failure to record an "Entry Date" specific to the Sir George Pension Plan.

Prof. Potter noted that he did not recall any intention to provide any such "past service" specifically, only an intention to upgrade existing pension benefits.

Mr. Hamilton noted that although the 1971 document provided an inadvertent change in benefits there is no additional cost in the pension plan now since the 1942 Entry Date has always been in the records and funds have been allocated for it.

The Chairman proposed that since there were no strong grounds for opposition to Mr. McDonald's claim for past service credit the University should accept his claim.

The proposal was moved by Prof. Ripstein, seconded by Prof. Potter and unanimously carried.

Past-Service Credit - Harry Clinch

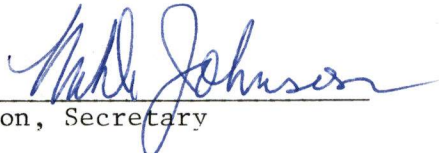
Malcolm Hamilton noted that this case was even clearer than that of Mr. McDonald since the service credit pre-dated all the modifications to the plan.

A motion to accept this claim also, was put forward by Prof. Potter, seconded by Mr. Smart and unanimously carried.

Mr. Smart asked the Chairman to clarify the matter of confidentiality of documents. The Chairman noted that information made available to Committee members should not be passed on to other parties and the best procedure would be to destroy the documents as soon as a matter is put to rest in Committee.

The meeting adjourned at 11:45 a.m.

Respectfully Submitted


M.D. Johnson, Secretary